

SIDE LETTER AGREEMENT NO. 7b

TO AGREEMENT NO. 6711c

BETWEEN

NAPA CITY EMPLOYEES ASSOCIATION

AND

CITY OF NAPA

Scale House Attendant Sideletter

1. This Sideletter shall supersede Sideletter No. 7a, dated September 28, 2005, and shall be effective September 21, 2005.
2. The City of Napa ("City") and the Napa City Employees Association ("NCEA") are committed to maintaining cooperative labor relations, including discussions over matters outside of the Memorandum of Understanding ("MOU") now and in the future.
3. The City and NCEA are parties to an MOU with a term of March 1, 2002 through February 28, 2011.
4. The City has created a new classification of "Scale House Attendant" (attached). Scale House Attendants will work a "4-10" schedule consisting of four ten-hour shifts each week. The Attendants will work from 6 a.m. to 5 p.m. Monday through Friday with one hour duty-free lunch and will work a straight ten-hour shift (from 7 a.m. until 5 p.m.), with a working lunch on weekends. On certain holidays (Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Day after Thanksgiving and Christmas Eve) where the Contractors' administrative office is closed and Contractor staff is not available to provide back-up to city staff for breaks and lunch, Scale House staff will treat these days as a weekend for breaks and lunch. To maintain full coverage, one Attendant will work from Sunday through Wednesday and the other will work Wednesday through Saturday. For overtime purposes, the workweek for the Scale House Attendant runs from Thursday at midnight through Wednesday at 11:59 p.m.
5. Because of the nature of the solid waste recycling business, the City's Materials Division, in which the Scale House Attendant classification will be used, is open seven (7) days per week, and three-hundred and sixty-one (361) days per year. The facility is closed on four days every year: New Year's Day; Easter Sunday; Thanksgiving Day; and Christmas Day. To address this schedule, the MOU shall be amended as follows:
 - Section 16.1 of the MOU shall not apply to employees in the Scale House Attendant classification.
 - The following new language shall be added to the MOU and shall apply only to employees in the Scale House Attendant classification:

16.5 The recognized holidays for bargaining unit members in the Scale House Attendant classification shall be:

New Year's Day	Veterans' Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Easter Sunday*	1:00 p.m. on Christmas Eve
Memorial Day	Christmas Day
Independence Day	Floating Holiday (1) (<i>in lieu of Admission Day</i>)
Labor Day	
Columbus Day	<i>*in lieu of Birthday holiday</i>

Holidays for bargaining unit members in the Scale House Attendant classification shall be observed with the following provisions:

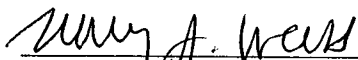
1. Holidays will be recognized on the official holiday. It is understood that this will not necessarily correspond with the day that other City employees are recognizing the holiday.
2. Floating Holidays shall be scheduled by mutual agreement between the employee and the Department Manager. The Floating Holidays must be used as days off with pay, and employees will not be granted a day's pay in lieu of time off. Floating Holidays may not be carried over into a succeeding calendar year.
3. The chart below summarizes holiday pay for Scale House Attendants:

HOLIDAY/WORK SCHEDULE	TREATMENT OF HOLIDAY PAY
Holiday falls on regular day off:	Employee has option of receiving eight (8) hours of straight holiday pay or eight (8) hours of CTO.
Holiday falls on scheduled work day when facility is open:	In addition to the employee's regular rate of pay for the scheduled work day, employee will be paid for eight (8) hours at the rate of time and one-half. For the eight (8) hours at the rate of time and one-half, employee shall have the option of being compensated in either pay or compensatory time off.
Holiday falls on scheduled work day when facility is closed:	Employee will receive eight (8) hours of straight holiday pay and will use two (2) hours of vacation or two (2) hours of CTO.


[Note: this sideletter is not intended to affect the language of any other provision of Article 16 of the MOU.]

6. This agreement shall be part of the current MOU and shall expire with the current MOU (February 28, 2011).

Dated: ~~December~~ __, 2006
January 22, 2007

By: 
Nancy Weiss, Assistant City Manager
City of Napa

Dated: ~~December~~ __, 2006
January 22, 2007

By: 
Steve Crego, President
Napa City Employees Association